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NATIONAL BANKS—LIABILITY OF DIRECTORS.—The opinion of the court in *Gerner v. Mosher* (Neb.), 384, contains a full discussion of the liability of officers and directors of national banks for false statements in the published reports required by law. It is held, *inter alia*, that the word "attest," as used in sec. 5211 Rev. Stat. U. S., means, in effect, "We, as directors, certify to the correctness of the foregoing report, basing our certification on the knowledge which we possess by a proper discharge of our duties as directors." And that one who purchases shares in an insolvent national bank, in reliance upon such published statements, which are false in fact, may maintain an action for damages against such attesting directors, even though the latter did not know of their falsity, provided a proper discharge of their duty would have discovered it.

LANDLORD AND TENANT—BREACH OF COVENANT TO REPAIR.—Plaintiff leased certain premises to the defendant, and covenanted to keep the roof in good repair. Subsequently, in an action for the rent, the lessee offered a counter-claim for damages to his goods by reason of the failure of the lessor to repair the roof. Defendant knew of the leaky condition of the roof some time before the injury to the goods occurred. *Held*, that the tenant, after notice to the landlord and the latter's failure to repair, should himself have repaired the roof and recouped for the amount so expended. Not having done so, he cannot recover over against the landlord the damages for injury to his goods. His measure of damages is the difference in the rental value of the premises as they were and as they would have been had the lessor kept his covenant to repair. *Reiner v. Jones*, 56 N. Y. Supp. 423.

CORPORATIONS—PAYMENT OF SUBSCRIPTIONS IN PROPERTY.—The most advanced doctrine declared on the subject of the payment for stock in a corporation by a transfer of property is that of *Van Cleve v. Berkey* (Mo.), 42 L. R. A. 593, holding that the subscriber must pay in property which is actually equivalent to the par value of the stock, and that his good faith and his belief that the property is of that value will not relieve him from liability if it is not in point of fact of such value. With this case is a note reviewing all the authorities on the question how far payment for stock in a corporation by a transfer of property will protect the stockholder against creditors of the company.

Good faith in the valuation put upon property for which stock of a corporation is issued is all that is demanded in *Kelly v. Fourth of July Mining Co.* (Mont.), 42 L. R. A. 623, under a law which provides that stock may be issued for property to the amount of the value thereof. And this good faith is held to be such belief as a prudent and sensible business man would hold in the ordinary conduct of his business.

FRAUD—HUSBAND AND WIFE—WIFE PROCURING CONVEYANCE FROM HUSBAND, WITH INTENT TO DESERT.—In *Basye v. Basye* (Ind.), 52 N. E. 797, it is held that false protestations of affection on the part of a wife, by which she induces her husband to settle property upon her, with the fixed intention of deserting him and procuring a divorce, is a fraud for which a court of equity will avoid the conveyance.

The court cites numerous cases where the wife, though supposed to be the